

**IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF SOUTH CAROLINA  
CHARLESTON DIVISION**

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LAURA KAPPEL, personally and as Personal Representative for the ESTATE OF WILLIAM KAPPEL, JR.; and JACQUELINE ZINK,	)	
Plaintiffs,		Case No. 2:19-CV-00498-DCN
vs.		)
C&L TRAVEL, INC. d/b/a MYNT, TIMOTHY GREGOWICZ, COAST, LLC d/b/a COAST BAR & GRILL; and THOMAS CADE GARRIS,	)	<b>VERIFIED PETITION FOR APPROVAL OF SETTLEMENT OF WRONGFUL DEATH AND SURVIVAL CLAIMS WITH COAST, LLC, C&amp;L TRAVEL, INC., AND THOMAS CADE GARRIS</b>
Defendants.		)

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Pursuant to S.C. Code Ann. §15-51-42, Plaintiff Laura Kappel (“Plaintiff” or “Mrs. Kappel”), as Personal Representative of the Estate of William Kappel, Jr. (the “Estate”), by and through her undersigned counsel, hereby petitions the Court to approve settlements with defendants C&L Travel, Inc., Coast, LLC, and Thomas Cade Garris (collectively “Defendants”) to resolve her claims for wrongful death and survival, and in support thereof, she hereby states as follows:

1. Plaintiff Laura Kappel is the duly appointed Personal Representative of the Estate of William Kappel, Jr. Mrs. Kappel was the decedent’s wife and was appointed Personal Representative of the Estate by Order of the Cook County, Illinois Circuit Court, Probate Division. *See Order Appointing Representative of Decedent’s Estate, In re: Estate of William Kappel, Jr., No. 2019 P 001350 (Cook Cnty., Ill. Mar. 5, 2019)* (attached as Ex. A).

2. Plaintiff filed her claims on behalf of the Estate seeking actual and punitive damages for the death of her husband, William Kappel, Jr., which occurred on January 26, 2019. She alleges her husband's death was caused by Defendants' negligent, grossly negligent, and/or reckless conduct in violation of statutory and common law, which caused or contributed to a fatal motor vehicle collision at the intersection of Meeting and Columbus Streets in downtown Charleston, South Carolina. Defendants have specifically denied Plaintiff's allegations.

3. The case is at an advanced stage. Significant discovery, fact and expert, was completed by the time of Plaintiff's agreements with Defendants to resolve the Estate's claims.

4. Subject to the Court's approval, Plaintiff has agreed to settle any and all claims against Defendants arising out of the fatal collision.

5. Defendant C&L Travel, Inc. has \$1,000,000.00 in liquor liability coverage with Clear Blue Specialty Insurance Company.

6. Defendant Coast, LLC has \$1,000,000.00 in liquor liability coverage with Allied Property & Casualty Insurance Company and an umbrella policy with Ace Property & Casualty Insurance Company

7. Defendant Thomas Cade Garris has \$50,000.00 in automobile liability coverage with State Farm Mutual Automobile Insurance Company.

8. Joseph Murray, the driver of the sedan in which Plaintiffs were traveling, has \$100,000.00 in underinsured motorist (UIM) coverage through GEICO.

9. Subject to the approval of the Court, Defendants have agreed to pay a total monetary sum of \$4,674,769.00 to resolve the Estate's claims. *See Settlement Statement (attached as Ex. B).*

10. In addition, Plaintiffs and Mr. Murray have agreed to allocate \$87,731 of Mr. Murray's UIM policy proceeds to the Estate.

11. Plus, C&L Travel, Inc. has agreed to provide mandatory alcohol server training to its bartenders, servers and security personnel for a period of three (3) years, beginning in 2021, and to revise its DVR surveillance system's video retention period to a minimum of 30 days.

12. The settlement proceeds to the Estate are allocated entirely to the wrongful death claims.

13. At the time of this Petition, Mrs. Kappel is aware of two creditor claims that have been filed against the Estate. One claim was filed for reimbursement of funeral expenses in the amount of \$32,368.23. A separate claim was filed for reimbursement of an unsecured personal loan in the amount of \$13,436.88.

14. Under the terms of the proposed settlements, all claims against Coast, LLC, C&L Travel, Inc., and Thomas Cade Garris shall be resolved and dismissed with prejudice, and Coast, LLC, C&L Travel, Inc., and Thomas Cade Garris will be released from all claims related to the events surrounding the death of William Kappel, Jr. The effect of the releases will be to extinguish all of the Estate's claims against Coast, LLC, C&L Travel, Inc., and Thomas Cade Garris.

15. Plaintiff Laura Kappel is the sole statutory beneficiary of the Estate. *See Order Declaring Heirship, In re: Estate of William Kappel, Jr.*, No. 2019 P 001350 (Cook Cnty., Ill. Mar. 5, 2019) (attached as Ex. C).

16. Mrs. Kappel attended the mediation on December 11, 2020, at which the proposed settlements were reached and she is knowledgeable of all of their terms and conditions.

17. Mrs. Kappel retained attorneys Terry Richardson, Chris Moore, and D. Charles Dukes of Richardson, Patrick, Westbrook & Brickman, LLC to pursue her claims on behalf of the Estate. In doing so, she agreed to a contingent attorneys' fee of 33 1/3%, which she now asks the Court to approve and order to be deducted from the gross settlement amount as set forth in the settlement statement. *See Settlement Statement* (attached as Ex. B).

18. Total litigation costs to the Estate are \$117,764.00. *See id.*

19. Mrs. Kappel is informed and believes these attorneys' fees and costs, as listed in the settlement statement, are fair and reasonable in light of the facts of the case, length of discovery, and advanced stage of litigation. She therefore asks that the Court to approve the same.

20. Mrs. Kappel and her attorneys have carefully considered these matters and believe the settlements to be fair, just and reasonable and in the best interests of the Estate.

21. Mrs. Kappel expressly represents that her undersigned counsel has fully advised her of all the facts of this lawsuit and all the claims arising out of or in relation thereto, and that she is aware and fully advised that the execution of these settlements will fully and forever bar the Estate from the collection of any additional payments of any kind, nature, or description against Coast, LLC, C&L Travel, Inc., Thomas Cade Garris, or any related entities, personal representatives, successors, assigns, heirs, insurers, owners, members, directors, officers, employers, employees, agents, or servants and all others.

WHEREFORE, Plaintiff Laura Kappel prays unto the Court for the following:

A. Approval of the settlements with Coast, LLC, C&L Travel, Inc., and Thomas Cade Garris as set forth in this Petition;

B. Approval of attorneys' fees as set forth in this Petition;

C. Approval of the allocation of 100% of the settlement proceeds to the wrongful death claims;

D. Authorization for Laura Kappel to execute appropriate settlement documents forever releasing defendants Coast, LLC, C&L Travel, Inc., and Thomas Cade Garris, and dismissing the pending action against Coast, LLC, C&L Travel, Inc., and Thomas Cade Garris with prejudice.

[signature page follows]

Respectfully Submitted,

January 7, 2021

**BY: RICHARDSON, PATRICK, WESTBROOK &  
BRICKMAN, LLC**

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**ATTORNEYS FOR PLAINTIFFS**

**VERIFICATION**

The undersigned, who is the duly appointed Personal Representative of the Estate of William Kappel, Jr., being sworn, states that the facts set forth in the Petition for Approval of Settlement pursuant to S.C. Code Ann. §15-51-42 in the matter of *Laura Kappel et al. v. C&L Travel, Inc. d/b/a Mynt et al.* are true to the best of her knowledge, information and belief. It is her opinion that the settlement as outlined above is fair, reasonable, and in the best interests of the Estate and statutory beneficiaries of the above-named decedent.

SWORN TO AND SUBSCRIBED

before me this 7  
day of January, 2021.

Laura Kappel  
Laura Kappel

Joanne M. Neff  
Notary Public for State of Illinois  
My Commission Expires: 10/19/2021



**CERTIFICATE OF SERVICE**

I hereby certify that on January 7, 2021, I caused the foregoing document to be served upon all counsel of record by operation of the Court's electronic filing system (CM/ECF). A copy was also mailed to *pro se* Defendant Timothy Gregowicz via U.S.P.S Mail at his last known address listed below.

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/s/ D. Charles Dukes  
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